that a married woman in law and equity shall enjoy all rights and be subjected to all laws as though she were a femme sole, a married woman may maintain an action against her husband either for contract or tort, and her representatives may sue her husband for wrongful death under the statute of that state embodying the principle of Lord Campbell's Act. It may be that the Arkansas enabling statute is broader in form than those of most of the other states. But courts of some states in which the statutes are not expressly liberal in their terms have allowed married women to sue their husbands in tort, and the question whether a cause of action either in tort or contract shall be recognized is really one whether a statute shall be liberally or strictly interpreted. It is a matter of much regret that although married women's enabling acts have been in operation for many years, and although there is no substantial reason why the old fiction of legal oneness should be retained, and extensive conflict of law exists on the subject.

It was the opinion of Hinton, J., in the Virginia case of Alexander *v.* Alexander, 85 Va. 353, 7 S. E. 335, that the idea of legal unity had been so far served by the Married Woman's Act, April 4, 1877, that she could sue her husband as well as another, at law, upon any contract made with him after the passage of the act. But as to actions in tort there has been no intimation by the court.

Insurance—Death by Accident—Construction of Phrase—"Visible Marks on Exterior of Body."—In Parker *v.* North American Acc. Ins. Co., in the Supreme Court of Appeals of West Virginia (April, 1917, 92 S. E. 88), it was laid down in the official syllabus that "ordinarily in case of an immediately fatal accident, the difference in the appearance of insured just before the accident and of his dead body immediately thereafter is a sufficient visible mark upon the body of the insured to prevent the reduction of the indemnity provided in the policy under a provision therein contained that in case of injuries, fatal or otherwise, of which there shall be no visible marks on the exterior of the body, the limit of the company's liability shall be one-fifth of the amount that would otherwise be payable under the policy." On this point the court said:

"The evidence in this case shows that the only marks on the outside of the body of the assured was a slight scratch upon his face, and it is conceded that his death did not result from this. It is apparent that death resulted because of the severe concussion resulting from the contact of his head with the knee of an opposing player (the accident occurred in the course of a game of football), no doubt causing the rupture of a blood vessel in the brain. Can the defendant company reduce its liability on this policy to one-fifth of the amount thereof because of the provision in the policy that in the event of injuries, fatal or otherwise, of which there shall be

no visible marks on the exterior of the body, the limit of the company's liability shall be one-fifth of the amount which would otherwise be recoverable. The purpose of this provision in accident insurance policies is evidently to protect the insurer against the assertion of fraudulent claims, and in construing it we must give it a reasonable construction, always bearing in mind that it is a contract prepared by the insurer, and will be construed most strongly against it. What is meant by visible marks on the exterior of the body? Is it necessary that there shall be lacerations or contusions in order to prevent this provision from depriving the assured of his indemnity? Or does it mean such a changed appearance of the body because of the accident as gives notice to all who may observe it that an injury has resulted? Is there not sufficient difference between the living, breathing, animate body and the dull, cold clay to inform the observer that the assured has been affected as the result of an accident, where that accident results in death? In this instance the assured met with a fatal accident. Immediately his lips were sealed, his eyes became sightless, his heart ceased to beat and respiration stopped. These are such visible evidences upon his body as indicate the result of the accident as unerringly as though he were mangled beyond recognition. Such was the holding of the Supreme Court of Washington in the case of Horsfall *v.* Pacific Mutual Life Ins. Co. (32 Wash. 132, 72 Pac. 1028, 63 L. R. A. 425, 98 Am. St. Rep. 846), the court saying:

'Deathly paleness, cold extremities and cold perspiration on hands and face, and the permanent change of color on the following day from a ruddy hue to a bluish gray, as the result of a dilation of the heart due to a heavy lift, constitute a visible external mark within the meaning of a policy insuring against injuries, but which provides that it does not cover injuries where there are no visible, external marks upon the body produced at the time of and by the accident.' "

The West Virginia court also cited and relied upon Menneily *v.* Employers' Liability Assur. Co. (148 N. Y. 596), Peterson *v.* Locomotive Eng. Mutual Life, etc., Ass'n (123 Minn. 505) and Union Casualty & Surety Co. *v.* Mondy (18 Col. App. 395), and remarked in conclusion:

"We are of opinion that the difference between the appearance of the assured just before the accident when in life and his body immediately after the accident which resulted in death is a sufficient visible mark or indication to meet the requirements of the policy and to justify recovery of the full indemnity provided by the policy."

Master and Servant—Hours of Service—Constitutionality When Permitting Overtime with Extra Pay.—In Bunting *v.* State of Oregon, in the Supreme Court of the United States (April, 1917, 37 Sup. Ct. R. 435), there was under consideration a statute of the State of